



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**ELECTRICAL UTILITY LINEMAN:
LINEMAN, CABLE SPLICER
POWDERMAN
GROUNDMAN**

IN

**ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA,
EXCEPT DEL NORTE, MODOC AND SISKIYOU COUNTIES**

**CALIFORNIA OUTSIDE LINE CONSTRUCTION
AGREEMENT
BETWEEN
WESTERN LINE CONSTRUCTORS CHAPTER OF N.E.C.A.
AND
LOCAL UNION NO. 1245
AFL-CIO
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**AS AMENDED, EFFECTIVE JUNE 1, 2003
THROUGH May 31, 2006**

R E C E I V E D
Department of Industrial Relations

JUL 9 2003

Div. of Labor Statistics & Research
Chief's Office

work more than two and one half (2.5) hours past their regularly scheduled quitting time, they shall be entitled to a meal time as provided for in this Section. An employee will be entitled to a paid meal time at intervals of four and one half (4.5) hours thereafter, (from the conclusion of the previously owed meal period) for as long as he works. In the event the Employer does not provide meals as set forth above, the Employer shall pay \$15.00, and one-half (1/2) hour pay, at the applicable rate, for each meal not provided.

On storm damage only, Employer shall provide expenses for meals and lodging to employees after sixteen (16) hours. When Employees are working storm damage and they are sent from their regular show up to another location they will be provided meals and lodging until they are returned to their regular show up.

National Employees Benefit Fund

- 4.8 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

Travel to Job

- 4.9 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each work day on all work within the jurisdiction of the Union.

Employer and Union for the duration of the job to which they apply.

- (b) Prior to the start of any project covered by this Agreement, a Pre-Job Conference shall be held with the Local Union. The results of such conference shall be reduced to writing and shall be binding on both parties. The purpose of this conference shall be to inform the Union of the scope of the project, the estimated number of employees, the estimated schedule of operations and the location of the first reporting headquarters, as defined in Section 5.3.
- (c) For additional reporting headquarters, the Employer will give the Union three (3) days' notice prior to the transfer of employees to such headquarters, with the exception of reporting headquarters located on non-hard surfaced roads, in which case, the Employer will give two (2) weeks' notice prior to transfer. Should the parties fail to agree upon reporting headquarters, in accordance with Section 5.3 regarding headquarters on non-hard surfaced roads, they shall refer the matter to the Labor-Management Committee for its decision, whose decision shall be final and binding. The Labor-Management Committee shall meet within forty-eight (48) hours.

Mileage - Subsistence

- 5.2 (a) Riverside, Sacramento, San Diego and Reno, shall be considered dispatch points. Subsistence shall be paid at the rate of fifty cents (.50) per mile, one way based upon the nearest road miles from the main City Hall of the above-named cities, with the exception of Riverside which shall be the Dispatch Office, to the reporting headquarters with a flat rate of forty dollars (\$40.00) per day, for each day worked, or when workmen report for work as directed by the Employer.
- (b) Voluntary Terminations: A worker must work four (4) hours or until noon whichever is later, to be entitled to subsistence for the day.
- (c) When work is performed for Agencies other than Public Utilities, i.e., Municipalities or Governmental Agencies engaged in utility operations, subsistence will be paid based upon mileage computed as in the paragraph above, from the nearest named city above.
- (d) Employees covered under this Agreement shall not reside at any job headquarters.

Headquarters

- 5.3 (a) Headquarters, where employees report, shall have available toilet, parking area, facilities for safe-guarding workmen's tools and facilities for drying workers' clothes in inclement weather. There shall also be available adequate communication for emergency use and a parking area that is